

**TOWN OF EAST LONGMEADOW
BOARD OF SELECTMEN**

**ACQUISITION OF REAL PROPERTY:
MUNICIPAL OFFICE SPACE**

REQUEST FOR PROPOSAL DOCUMENTS

**Proposals Must Be Received in the Board of Selectmen's Office By:
Tuesday, February 18, 2014 at 2:00 p.m.**

Town of East Longmeadow
Board of Selectmen
Request For Proposals
Acquisition of Municipal Office Space

The Town of East Longmeadow, acting by and through its Board of Selectmen, issues a Request For Proposal (RFP) for acquisition of municipal office space. RFP documents may be obtained by contacting: Board of Selectmen's Office, 60 Center Square, East Longmeadow, MA 01028. Phone: (413) 525-5400 ext. 1100; Fax (413) 525-1025 and at: www.eastlongmeadowma.gov
RFP documents available 1/15/14 at 12:00 p.m. until 2/11/14 at 12:00 p.m. Submission deadline 2/18/14 at 2:00 p.m. The Town reserves the right to reject any and all proposals.

Ad published in the *Central Register* on January 15, 2014; in the *Springfield Republican* on January 17, 2014; and the *Reminder* on January 23 and 30, 2014.

1. PROCEDURE FOR OBTAINING SUBMITTING REQUEST FOR PROPOSALS.

- 1.1 All potential proposers are advised that the Town is conducting this procurement under the **"REQUEST FOR PROPOSAL" (RFP)** process under the Massachusetts Uniform Procurement Act Chapter 30B.
- 1.2 Copies of this RFP will be available beginning Wednesday, January 15, 2014 at 12:00 p.m. until Tuesday, February 11, 2014 at 12:00 p.m., and may be obtained by requesting a copy in person, by telephone, fax or mail from the following:

Board of Selectmen's Office
60 Center Square
East Longmeadow, MA 01028
Phone: (413) 525-5400 ext. 1100
Fax: (413) 525-1025

The RFP will also be available on the Town of East Longmeadow's website at:
www.eastlongmeadowma.gov Click on "Business;" then "Bids."

- 1.3 Proposals must be sealed and clearly marked **"MUNICIPAL OFFICE SPACE RFP"** outside of the envelope or package submitted.
- 1.4 Price proposals must be submitted as a fixed fee with the RFP. Price proposals must be submitted in a separate, sealed envelope within the main proposal envelope and clearly marked **"PRICE PROPOSAL."**
- 1.5 Proposals are due no later than 2:00 p.m. on Tuesday, February 18, 2014, in the Board of Selectmen's Office identified in section 1.2.
- 1.6 The Town reserves the right to reject any or all proposals at its sole discretion, without prejudice. Furthermore, the Town reserves the right to negotiate with any Proposer at its discretion.
- 1.7 Proposals shall be opened and recorded on Tuesday, February 18, 2014, at 2:05 p.m. in the Hearing Room, East Longmeadow Town Hall, 60 Center Square, East Longmeadow, MA 01028.

2. PROPERTY DESCRIPTION

The Town of East Longmeadow seeks to purchase municipal office space. A minimum of 5,000 square feet is required, with no maximum requirement; however, a building with not more than 15,000 square feet is preferable. The building must be in a zone approved for the use of office space. The building shall be ADA compliant and include appropriate parking. The final approval of the lease/purchase of the space is subject to approval by Town Meeting, currently anticipated to be held on May 19, 2014. The Town is willing to pay a nominal \$1.00 fee as part of any contract as a deposit to hold the property until approved by Town Meeting.

The Town of East Longmeadow seeks to purchase the entire building for municipal office space.

- A minimum of 5,000 square feet is required, with no maximum requirement; however not more than 15,000 square feet is preferable. The space must be in a zone approved for the use of office space.
- The building shall be ADA compliant as determined by the Building Commissioner for the Town of East Longmeadow. If the building is not currently in compliance, the Proposer shall bring the building into compliance at its sole cost and expense prior to purchase.
- The building shall comply with the Town's zoning by-law and handicap requirements with respect to parking.
- Approved purchase of building and property is subject to approval by Town Meeting, scheduled for May 19, 2014.
- Proposer will provide copies of its existing Title Insurance Policy; Survey of the Property; 21E and other hazardous materials reports or inspections and analysis thereof along with the Proposal.

3. EVALUATION CRITERIA

Quality Requirements:

- 3.1 The building plans as approved by the Town, including any approved plans for additions or renovations, of the proposed property for sale.
- 3.2 Responsiveness to all instructions and requirements listed in Sections 1 and 5.
- 3.3 Responsiveness to the Property Description listed in Section 2.
- 3.4 Authority to sell to the Town signed by an authorized representative of the Owner in accordance with the requirements of this RFP and the attached Purchase and Sale Agreement.
- 3.5 Proposer shall submit with its Proposal copies of all existing leases or rental agreements and shall specifically identify any rights to extend said leases or rental agreements, and any options or other rights of any persons or parties to purchase the property. Leases and rental agreements with shorter terms shall be considered preferential.
- 3.6 Proposer shall provide copies of all utility bills and maintenance expenses incurred in connection with the operation of the property in the last twelve months.
- 3.7 Proposer shall provide a list of all mechanical and/or structural repairs or improvements made within the last twenty-four months, and a list of all reasonably anticipated structural or mechanical repairs anticipated within twelve months of the date of the Proposal.

Best Price:

- 3.7 The lowest fixed fee price in United States Dollars (USD) shall be the Best Price and shall be printed on a single page found in Appendix A "Price Proposal Sheet and Contract Documents."

4. RULE OF AWARD

4.1 The Board of Selectmen, upon consideration of the recommendation from the Chief Procurement Officer, shall award the contract to the responsive and responsible Proposer offering the Best Price, where Best Price shall mean the lowest price, and in compliance within the provisions of the Massachusetts Uniform Procurement Act, G.L. Ch. 30B and the requirements of this Request for Proposal.

4.2 The Board of Selectmen shall award the contract by written notice to the selected Proposer within 30 days of the acceptance of RFP's. The parties may extend the time for acceptance by mutual agreement. The Board of Selectmen may condition an award on successful negotiation of any revisions specified in the evaluation, and shall explain in writing the reasons for omitting any such revision from a plan incorporated by reference in the contract.

4.3 In the event of a tie between two responsive and responsible Proposers offering the same price, the Board of Selectmen shall determine which Proposal best complies with the needs of the community.

5. INSTRUCTIONS AND CONDITIONS FOR PROPOSERS.

5.1 Each RFP submitted shall contain one original.

5.2 The successful Proposer shall execute a standard contract and a purchase and sale agreement for real estate similar to those attached hereto in Appendix A, "Price Proposal Sheet and Contract Documents."

5.3 Each Proposer shall be required to execute the certificates attached hereto, as applicable, presented in Appendix B, "Certificates and Disclosure of Beneficial Interests," as Exhibits B-1 through B-4, or the substantive equivalent for other entities or individuals, and to submit them with their Proposals.

5.4 The selected Proposer shall be required to submit a Beneficial Interest Disclosure Statement to the Division of Capital Asset Management, provided as Exhibit B-5.

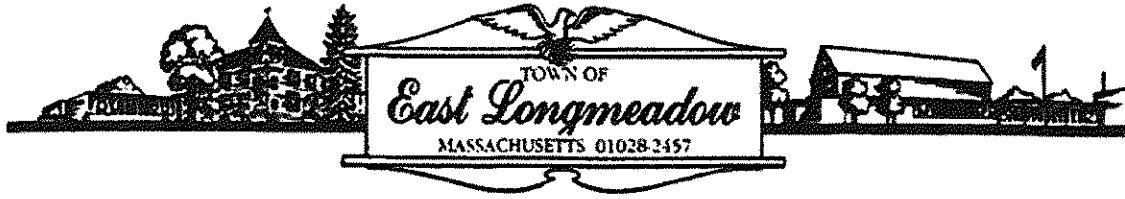
5.5 The Town reserves the right to interview or to seek additional information from any Proposer after the opening of Proposals but before entering into a purchase and sale agreement, to reject a Proposal if it deems it to be in the best interests of the Town and to award a contract to the next qualified Proposer.

5.6 All Proposals shall be deemed to be public records with the meaning of G.L. C. 4, S. 7 (26). If any Proposer believes that the RFP requires the disclosure of technical, proprietary, or trade secret information that the Proposer is not willing to make public, they may submit such information in separate envelope clearly marked, which will be returned to the Proposer following the designation of a successful Proposal.

- 5.7 Proposals may be corrected, modified, or withdrawn prior to the deadline for submission of RFPs by submitting the required number of copies of such correction, modification, withdrawal or a new submission, clearly marked on the outside envelope with the appropriate heading, by the deadline listed in Section 1.5. Proposals may not be rewritten or modified for a period of (60) days after they are opened.
- 5.8 False or misleading information regarding experience or qualifications, or any other material matter shall be grounds of rejection of the Proposal or, if discovered after the award, shall be subject to termination of the agreement.
- 5.9 Written questions concerning the RFP may submitted to the Board of Selectmen's Office at the address or to the fax number listed in Section 1.2 no later than 12:00 p.m. on Tuesday, February 11, 2014. The Town will endeavor but shall not be required to answer any such requests for information. If it does, the answer shall be provided to all Proposers that have obtained copies of this RFP that have registered with the Town via the Board of Selectmen's Office.
- 5.10 Addenda: It shall be the responsibility of those Proposers that obtain RFP documents to register with the Town their contact information including:

Firm/Individual Name
Address
Phone, Fax and Email

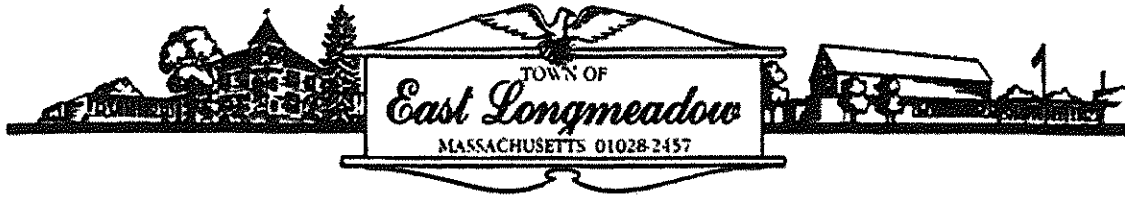
This registration will be done at the time a Proposer makes a request for RFP documents in person, via telephone, or fax. If a Proposer obtains documents from the Town's website, they must still register this information with the Town to receive addenda. Registration can be made in person, via telephone, or fax. The Town shall not be responsible for issuing Addenda to Proposers that do not register their information with the Town.



**TOWN OF EAST LONGMEADOW
BOARD OF SELECTMEN
REQUEST FOR PROPOSAL DOCUMENTS**

**ACQUISITION OF REAL PROPERTY:
MUNICIPAL OFFICE SPACE**

**APPENDIX A:
PRICE PROPOSAL SHEET AND
CONTRACT DOCUMENTS**



**PRICE PROPOSAL
MUNICIPAL OFFICE SPACE
FEBRUARY 18, 2014**

Authorized Signature for Submittal

Fixed Fee Proposal, in U.S. Dollars

PURCHASE AND SALE AGREEMENT

1. **PARTIES:** This Agreement is made this _____ day of _____, 2014 between _____, Massachusetts hereafter called the **SELLER**, and Town of East Longmeadow, acting by and through its Board of Selectmen of 60 Center Square, East Longmeadow, Massachusetts hereafter called the **BUYER**.
2. **DESCRIPTION:** Subject to the terms and conditions hereinafter set forth, the **SELLER** agrees to sell and the **BUYER** agrees to buy the property located on _____, East Longmeadow, Massachusetts consisting of a _____ story commercial building bounded and described as set forth in a Deed dated _____ and recorded in the Hampden County Registry of Deeds in Book _____, Page ____.
3. **BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES AND EQUIPMENT :** Included in the sale as part of said premises are all buildings, structures, improvements and fixtures located in or on the premises belonging to the **SELLER** and used in connection therewith including doors, awning, signs, furnaces, heaters, gas burners and fixtures appurtenant thereto, plumbing fixtures, electrical and other lighting fixtures. The parties further agree that **SELLER** shall remove his personal property, if any, from the premises before the recording of the deed to the Buyer and said personal property is not part of the sale of the premises. Any said property not so removed shall become the sole and exclusive property of the **BUYER**.
4. **TITLE:** Said premises are to be conveyed on or before _____, 2014 by a good and sufficient Deed of the **SELLER** to the Buyer,, which shall be a Deed of equal character and covenants as held by the **SELLER**, conveying Good Record and Marketable title to the same free from all encumbrances, except:
 - a) Usual public utilities servicing the premises, if any;
 - b) Taxes for the current year not due and payable on the date of delivery of the Deed.
 - c) Any liens for municipal assessments and/or orders for which assessments may be made after the date of this agreement;
 - d) Restrictions and easements of record, if any, which do not materially affect the value or current use as a commercial building;
 - e) Provisions of existing building and zoning laws, provided the premise in not in violation of the same at the time of recording of the Deed;
 - f) Subject to the existing tenants.
5. **SELLING PRICE:** The **BUYER** shall pay as the purchase price for the PREMISES the sum of **TWO HUNDRED EIGHTY FIVE THOUSAND DOLLARS** of which **TEN THOUSAND DOLLARS** has been paid this day as a deposit to the **SELLER** and **THREE HUNDRED FIFTEEN THOUSAND DOLLARS** is to be paid to the **SELLER** in cash, certified check or attorney trustee or bank check.

SELLING PRICE	\$ _____ .00
DEPOSIT	\$ _____ 1.00
BALANCE DUE	\$ _____ .00

6. **MARKETABLE TITLE:** Good Record and Marketable title shall mean such title as will pass title without objection by the conveyancing bar and in addition will be insured by a national title insurance company qualified to do business in Massachusetts, free of any Schedule B exceptions other than those which do not interfere with BUYER's proposed use of the Premises for a municipal office building or for some other business or commercial office purposes.
7. **PERFORMANCE:** The Deed is to be delivered and the consideration paid at the office of James T. Donahue, 1252 Elm Street, West Springfield, Massachusetts on or before _____, 2014 at 11:00 AM, unless some other place and time should be mutually agreed upon. To enable the SELLER to make conveyances as herein provided, the SELLER may, at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any and all encumbrances or interests.
8. **CASUALTY LOSS:** The buildings on said premises shall, until the full performance of this Agreement, be kept insured at present coverage by the SELLER; and, in any case of any loss, all sums recovered or recoverable on account of said insurance shall be paid over or assigned, on delivery of the deed, to the BUYER, unless the premises shall previously have been restored to their former condition by the SELLER, all provided, however, that in the event and if the cost of restoration shall exceed the sum of \$20,000.00 as reasonably determined by the Board of Public Works, then in that event, BUYER shall have the right to terminate this agreement and declare it null and void in its entirety and the deposit paid hereunder shall be returned to the Buyer upon receipt of said written notice of termination under this clause delivered to the other party and its/their attorney prior to the date set for conveyance.
- | | |
|---------------------------------|-------------------|
| BUYER'S Attorney | SELLER'S Attorney |
| James T. Donahue | |
| 1252 Elm Street-Suite 6 | |
| PO Box 465 | |
| West Springfield, MA 01090-0465 | |
9. **POSSESSION:** Full possession of the premises with existing tenants and occupants is to be delivered to the BUYER at the time of the delivery of the Deed, said Premises to be then in the same condition as they are in at the date of this Agreement, reasonable wear and tear expected. The Buyer shall be entitled to an inspection of said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause. SELLER will assign and transfer to the BUYER on the closing date the advance rent tenant credits, if any, and security deposit, plus interest on them, if any, and all original written leases or rental agreements with tenants of the premises, which are in the SELLER'S possession. The tenant deposits currently being held by the SELLER are, for and the amount of each is, as follows:
- A.
 - B.
 - C.
 - D.
10. **ADJUSTMENTS:** Fuel, collected rents, last month's rent deposits, security deposits and interest on them and any other deposits, if any, shall be apportioned and shall be adjusted as of the date of delivery of the deed hereunder, and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable to the SELLER(s) at time of delivery of the deed. Water and sewer, shall be apportioned as of the day of delivery of the deed. The SELLER shall be pay to the BUYER from the purchase price, at the time of the

sale the cost of the excise tax stamps that would be paid by the SELLER in connection with this sale if the purchaser were not a municipality.

11. **DEPOSITS:** All deposits made hereunder shall be held by SELLER'S attorney herein called the escrow agent, as agent for the SELLER and shall be duly accounted for at the time for performance of this Agreement. In the event of a dispute between SELLER or BUYER, as to any or all of the provisions of this Agreement or the performance thereof, the Escrow agent shall retain all deposits hereunder in Escrow agent's escrow account, unless some other agreement is reached in writing between the parties. The deposit shall be held in his IOLTA account with no interest paid to either party on said deposit.
12. **PROFESSIONAL SERVICES:** Each party shall be solely responsible to pay any real estate commission that may be due by it as a result of any listing contact or other agreement signed by the Seller or Buyer's Brokers agreement signed by the Buyer.
13. **ESCROW AGENT AS A PARTY:** The Escrow agent(s) joins in this Agreement and becomes party hereto, insofar as any provisions of this Agreement expressly apply to either of them and to any amendments or modifications of such provisions to which the Escrow agents agrees in writing.
14. **DEFAULT:** If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be forfeited by the BUYER and retained by the SELLER, said deposits shall constitute liquidated damages and shall be SELLERS sole remedy for nonperformance.
15. **MORTGAGE CONTINGENCY:** There is no mortgage contingency, however, the purchase is subject to the May 2014 East Longmeadow Town Meeting approving the purchase of the premises and the amount to be paid for it by the Town.
16. **UNDERGROUND STORAGE TANKS:** The parties acknowledge that the Massachusetts Board of Fire Prevention has issued regulations governing the maintenance, repair and removal of underground storage tanks to prevent and detect leakage of tank contents into surrounding soil water supplies. To the best of the SELLER's knowledge there are no underground storage tanks located on this site.
17. **RIGHT TO INSPECT; ACKNOWLEDGMENT:** This Agreement is subject to the right of the BUYER to obtain, at BUYER's own expense, an inspection of the premises and written report to include, but not limited to, the structural condition of the building, other structures if any, the condition of all systems in the building or on the premises, the existence and condition of all systems in the building or on the premises, the existence and condition of underground storage tanks if any, the presence of insect infestations, the presence of asbestos, the adequacy and suitability of the water supply and the condition and adequacy of the sewerage system and the current zoning and permitted use of the premises, by the consultant(s) shall have the right of access to the premises at reasonable times upon twenty-four (24) hour advance notice to the Escrow agent, for the purpose of inspecting, as aforesaid, the condition of said premises. Said inspection and report shall be received by Buyer on or before _____. If the BUYER is not satisfied with the results of such inspection(s), this Agreement may be terminated by the BUYER, at BUYER's election, without legal or equitable recourse to either party, the parties thereby releasing each other from liability under this Agreement, and the deposit shall be returned to the BUYER, provided however, that the BUYER shall have notified the Escrow agent, in writing, together

with a copy of the written report(s) of the inspection(s) on or before _____ of the BUYER'S intention to so terminate. If such notice and written report(s) are not received on or before the inspection expiration date hereinabove specified, the BUYER(s) shall be bound to perform BUYER's obligations under this Agreement. No warranties or representations have been made by SELLER or ESCROW AGENT or BUYER except as provided for herein. The SELLER shall provide BUYER with any historical and analytical studies of the environmental condition, structural and mechanical inspections or studies of the property, which are in his possession however the SELLER makes no representations with respect to the condition of the premises.

18. **ENVIRONMENTAL MATTERS:** To the best of SELLER'S knowledge there are no adverse environmental conditions affecting the property. SELLER is in possession of a 21E study and will supply it to the BUYER upon the signing of the Agreement. The performance of a 21E study and the time for any further inspection runs with the timing in Paragraph 17. However, SELLER represents and warrants there are no negative environmental condition on the property, and will indemnify BUYER against hazardous materials that might be discovered after the transfer of title.
19. **PROPERTY CONDITION:** The Property is conveyed free of any defects or violations of the Massachusetts Law unless otherwise set forth in the Agreement or the Response to the Request for Proposals.
20. **BUYER'S RELEASE OF SELLER:** In consideration of BUYER's right of inspection and right to conduct other due diligence, the BUYER hereby releases the SELLER from any liability of any nature relating to (a) the condition of the premises or structures or improvements thereon, specifically including, without limitation, all matters set forth in paragraph 17 above, or (b) any defects in the premises or structures or improvements thereon of which such SELLER did not have actual knowledge prior to the execution of this Agreement.
21. **CONSTRUCTION OF AGREEMENT:** This Agreement has been executed in one or more counterparts and each executed copy shall be deemed to be an original, is to be construed under the laws of Massachusetts, is to take effect as a sealed instrument, sets forth the entire Agreement between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns and may be canceled, modified or amended only by a written instrument executed by the parties hereto or their legal representatives. If two or more persons are named herein as SELLER or BUYER, their obligations hereunder shall be joint and several.
22. **NOTICE:** Any notice required to be given in this Agreement shall be in writing and shall be deemed to be duly given when delivered to the party entitled to such notice at their above addresses, with copies to Parties attorneys listed in paragraph 8.
23. **EXTENSION:** If the SELLER shall be in good faith unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, after exercise of reasonable efforts, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto, shall cease and this agreement shall be void without recourse to the parties hereto, unless the SELLER elects to use reasonable efforts to remove defects in title, or to deliver possession as provided herein, or to make the

said premises conform to the provisions hereof, as the case may be, on which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereunder shall be extended for a period of thirty (30) days.

24. **FAILURE TO CONFORM:** If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forth with refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

The BUYER shall have the election, at either the original or any extended time for performance to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of the clause, if the said premises shall have been damages by fire or casualty insured against, then the SELLER shall, unless the seller has previously restored the premises to their former condition, either

- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less amounts reasonably expended by the SELLER for any partial restoration, or
- (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or any part thereof to be used to restore the said premises to their condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

25. **WARRANTIES, REPRESENTATIONS AND COVENANTS:** Parties warrant, represent and covenant as follows:

- (a) That to the best of SELLER's knowledge, SELLER possesses marketable title in and to all property being sold, transferred, conveyed, assigned and delivered herein;
- (b) The signatories to this Agreement have authority to execute and bind there respective party to the terms of this Agreement;
- (c) There is no pending or threatened litigation or known environmental violations against Seller, or the Property, and there are no other action which would affect the title to the property being transferred herein; and

The provisions of clauses "B" and "C" above shall survive the delivery of the deed.

26. **DEED ACCEPTANCE:** The acceptance of a deed by the BUYER shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by terms hereof, to be performed after the delivery of said deed.

27. **LIABILITY:** If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor and shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

Executed as a Massachusetts contract under this seal this _____ of _____ , 2014.

THE SELLER

Witness

Witness

THE BUYER

Witness

Witness

Witness

TOWN OF EAST LONGMEADOW
CONTRACT & GENERAL CONDITIONS

Date: _____, 2014

This Contract is entered into on, or as of, this date by and between the Town of East Longmeadow (the "Town"), and _____ ("Contractor")

(Address of the Contractor)

Telephone # _____ Fax # _____

1. This is a Contract for the procurement of the following:

Municipal Office Space

2. The Contract price to be paid by the **Town of East Longmeadow** to the Contractor is:

3. Payment will be made as follows:

4. Definitions:

- 4.1 Acceptance: All Contracts require proper acceptance of the described good or services by the Town of East Longmeadow. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance of services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.
- 4.2 Contract Documents: All documents relative to the Contract including (where used) Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications Included in Project Manual, Drawings, and all Addenda issued during the bidding period. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 4.3 The Contractor: The "other party" to any contract with the Town. The term shall (as the sense and particular contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract,

Use of the term "Contractor" shall be understood to refer to any other such label used.

4.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract Documents, as modified by Amendments and Change Orders.

4.5 Goods: Goods, Supplies, or Materials.

4.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.

4.7 Work: The services or materials contracted for, or both

5. Terms of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor on or before _____, 2014, unless extended pursuant to a provision for extension contained in the Contract Documents at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds. The time limits stated in the Contract Documents are of the essence of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid by the Contractor.

8. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of East Longmeadow shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract including damages and specific performance and the right select among the remedies available to it by all of the above.

9. Statutory Compliance:

- 9.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of General Laws are incorporated by reference into this Contract, including but not limited to the following:

General Laws Chapter 30B: Procurement of Goods and Services.

General Laws Chapter 30 §39, et seq: Public Works Contracts.

General Laws Chapter 149, Sec. 44A, et seq: Public Buildings Contracts.

- 9.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

9.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of this Contract. If the Contractor performs the Contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising therefrom.

9.4 The Contractor shall keep itself fully informed of all existing and future State and National Laws and Municipal Bylaw and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work, or in any way affecting the conduct of the work, if any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with and shall cause all its agents, employees and Subcontractors to observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town of East Longmeadow, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or Subcontractors or any such law, by-law, regulation or decree.

10. Conflict of Interest:

Both the Town and the Contractor stipulate to the applicability of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated its applicability to the performance of this Contract; and by executing

the Contract Documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 26A.11.

Certification of Tax Compliance:

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A, (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

12. Discrimination:

The Contractor will carry out the obligation of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151B (Law Against Discrimination,) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

13. Assignment:

Assignment of this Contract is prohibited, unless assignment is provided for expressly in the Contract Documents.

14. Condition of Enforceability against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of East Longmeadow unless and until the Contractor complies with this section.

The Contractor (and Subcontractors as defined in Paragraph 4.6 of the General Conditions), if a foreign corporation shall comply with the provisions of the General Laws, Chapter 181, Sections 3 and 5, and any Acts and Amendments thereof, and in addition thereto, relating to the appointment of the Commissioner of Corporations as its attorney, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

15. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of East Longmeadow shall be individually or personally liable on any obligation of the Town under this Contract.

16. Notice:

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 of the Contract, and to the Town of East Longmeadow, 60 Center Square, East Longmeadow, Massachusetts 01028.

17. Binding on Successors:

This Contract shall be binding upon the Contractor, its assignees, transferees, and/or successors in interest (and where not corporate, the heirs and estate of the Contractor).

18. Complete Contract:

This instrument together with its endorsed supplements, and the other components of the Contract Documents, including the request for proposal and proposal submitted by the Contractor, constitutes the entire contract between the parties, with no agreements other than those incorporated herein.

19. Contract Type Supplements:

The foregoing provisions apply to all contracts to which the Town of East Longmeadow shall be a party. One of the following "**Supplements**" **must be** "checked" as applicable to this Contract, shall be attached hereto, and shall in any event apply as the nature of the Contract requires. The Supplement contains additional terms governing the Contract:

() Goods Supplement "G" Applicable to Contracts for the procurement of Goods (governed by the provisions of General Laws Chapter 30B).

() Services Supplement "S" Applicable to Contracts for the procurement of Services, (governed by the provisions of General Laws Chapter 30B).

() Construction Supplement "C" Applicable to Contracts for the construction of:

(1) Public Buildings and Public Works (governed by the provision of General Laws Chapter 30B);

- (2) Public Buildings (governed by the provision of General Laws Chapter 149, Sec. 44A, et seq.);
and
- (3) Public Works (governed by the provisions of General Laws Chapter 30, Sec. 39M, et seq.).

CONTRACT & GENERAL CONDITIONS

Signature Page

Dated: _____

For the Town of East Longmeadow:

Chairman, Board of Selectmen

Town Accountant
Certified as to Appropriation

Chairman, Board of Health

Town Counsel
Certified as to Form

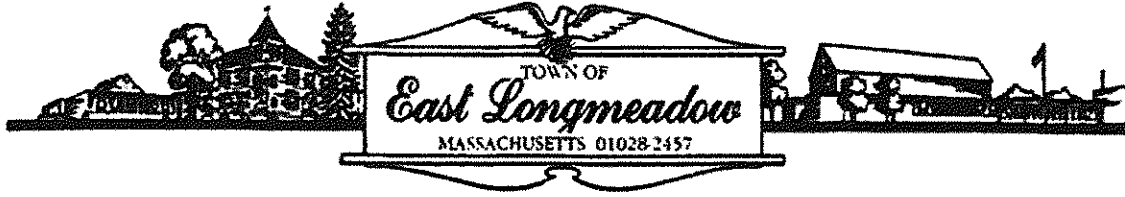
Clerk of the Board

Chief Procurement Officer

The Contractor by:

Title:

Title:



**TOWN OF EAST LONGMEADOW
BOARD OF SELECTMEN
REQUEST FOR PROPOSAL DOCUMENTS**

**ACQUISITION OF REAL PROPERTY:
MUNICIPAL OFFICE SPACE**

**APPENDIX B
CERTIFICATES AND
DISCLOSURE OF BENEFICIAL INTERESTS**

EXHIBIT B- 1

CERTIFICATE AS TO CORPORATE BIDDER

I, _____ (Name of Officer), certify that I am the _____
(Title) of the Corporation named as Bidder in the within Bid Form: that _____
(Name of Officer signing form) which signed said Bid Form on behalf of the Submitter was then
_____ (Title) of said Corporation; that I know his/her signature and that
his/her signature is genuine and that said Bid was duly signed, sealed and executed for and on behalf of
said Corporation by authority of this governing body.

AFFIX CORPORATE SEAL

Instruction: This certificate must be completed where Bidder is a Corporation, and should be so completed by its Clerk. In the event that the Clerk is the person signing the Bid on behalf of the Corporation, this certificate must be completed by another Officer of the Corporation.

EXHIBIT B-2
CERTIFICATE OF VOTE

I, _____, Clerk of
hereby certify that at a meeting of the Board of Directors of said Corporation duly held on
_____, 201_, at which a quorum present and voting throughout, the following vote was
passed and is now in full force and effect:

"VOTED: That _____ (Name of Officer to sign for
Corporation) be and he/she is authorized, directed and empowered for, in the
name and on behalf of this Corporation, to sign, seal with the corporate seal, execute,
acknowledge and deliver all contracts, bonds and other obligations of the
Corporation; the execution of any such contract, bond or obligations by said
_____ (Name of Officer) to be valid and binding upon this
Corporation for all purposes, and that a certificate of the Clerk of the Corporation
setting forth this vote shall be delivered to the Town of East Longmeadow; and
that this vote shall remain in full force and effect unless and until the same has
been altered, amended or revoked by a subsequent vote of such Directors and a
certificate of such later vote attested by the Clerk of this Corporation is delivered to the
Town of East Longmeadow

I further certify that _____ (Name of Officer) is duly elected _____
(Title) of said Corporation.

Signed: _____
Clerk/Secretary

Place of Business

Date of Contract

AFFIX CORPORATE SEAL

COUNTERS SIGNATURE

Name and Title of Officer

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign the Contract
or other instrument for the Corporation, this certificate must be countersigned by another Office of the
Corporation.

EXHIBIT B-3

CERTIFICATE OF TAXES/TAX ATTESTATION

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law.

Social Security Number, or
Corporation Name

Signature of Individual, or Federal Identification Number

By,

Corporate Office & Title (if applicable)

EXHIBIT B-4

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid, or proposal, has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the work "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, or group of individuals.

Signature of Individual, or Corporation Name

By: _____
Corporate Office & Title if applicable)

AFFIX CORPORATE SEAL

Exhibit B-5

DISCLOSURE OF BENEFICIAL INTERESTS ACQUISITION OR DISPOSITION OF REAL PROPERTY

For acquisition or disposition of Real Property by _____
the undersigned does hereby state, for the purposes of disclosure pursuant to Massachusetts General
Laws, Chapter 7, section 40J, of a transaction relating to real property as follows:

- (1) REAL PROPERTY DESCRIPTION:
- (2) TYPE OF TRANSACTION:
- (3) SELLER OR LESSOR:
- (4) BUYER OR LESSEE:
- (5) Names and addresses of all persons who have or will have a direct or indirect beneficial interest
in the real property described above.

NAME

RESIDENCE

- (6) None of the above mentioned persons is an employee of the Division of Capital Asset
Management or an official elected to public office in the Commonwealth except as listed below:
- (7) This section must be signed by the individual(s) or organization(s) entering into this real property
transaction with the public agency named above. If this form is signed on behalf of a corporation
or other legal entity, it must be signed by a duly authorized officer of that corporation or legal
entity. The undersigned acknowledges that any changes or addition to items 3 or 4 of this form
during the term of any lease or rental will require filing a new disclosure with the Division of
Capital Asset Management and Maintenance within thirty (30) days following the change or
addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and
accurate in all respects.

Signature: _____

Printed Name: _____

Title: _____

Date: _____